

ARTICLE XII
COLLOCATION -- SECTION 251(c)(6)

12.0 Collocation – Section 251(c)(6).

12.1 Physical Collocation. SBC-AMERITECH shall provide to AT&T Physical Collocation on its Premises for equipment necessary for Interconnection (pursuant to **Article III**) or for access to unbundled Network Elements (pursuant to **Article IX**), except that SBC-AMERITECH will provide for Virtual Collocation of such equipment if SBC-AMERITECH demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. SBC-AMERITECH shall provide AT&T Collocation only for the purpose of Interconnection or access to SBC-AMERITECH's Network Elements.

12.2 Virtual Collocation in Physical Collocation Space. Where AT&T is Virtually Collocated on the Effective Date in a space that was initially prepared for Physical Collocation, AT&T may elect to: (i) retain its Virtual Collocation on that Premises and expand that Virtual Collocation according to current procedures and applicable tariffs, or (ii) unless it is not practicable for technical reasons or because of space limitations, revert to Physical Collocation, in which case AT&T shall coordinate with SBC-AMERITECH for rearrangement of its transmission equipment and facilities, for which SBC-AMERITECH shall impose no conversion charge. All applicable Physical Collocation recurring charges shall apply.

12.3 Virtual Collocation in Virtual Collocation Space. SBC-Ameritech shall offer AT&T the option of cageless collocation as required by 47 C.F.R. Section 51.323 (k)(2). Where AT&T is Virtually Collocated in a space which was initially prepared for Virtual Collocation, AT&T may elect to: (i) retain its Virtual Collocation in that space and expand that Virtual Collocation according to current procedures and the terms and conditions of this Agreement; or (ii) convert its Virtual Collocation to a Cageless Physical Collocation unless SBC-AMERITECH elects to move the collocation to other available space, and that new space assignment satisfies the criteria set forth in 47 C.F.R. 51.323(f)(7). In this instance, the costs associated with the move are the responsibility of the Party requesting the move; or (iii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation to Physical Collocation at such Premises, in which case AT&T shall coordinate the construction and rearrangement with SBC-AMERITECH of its transmission equipment and facilities for which AT&T shall pay SBC-AMERITECH at the rates set forth in the **Pricing Schedule**. In addition, all applicable Physical Collocation recurring charges shall apply.

12.4 Nondiscriminatory Collocation. Collocation shall be made available to AT&T by SBC-AMERITECH on a basis that is at least equal in quality, price and priority that SBC-AMERITECH provides to itself, its subsidiaries, Affiliates or other persons. The quality of design, performance, features, functions and other characteristics of Collocation

made available to AT&T under this Agreement shall be at parity to that which SBC-AMERITECH provides in its network to itself, its subsidiaries, its Affiliates or other persons.

12.5 Eligible Equipment.

AT&T may Collocate equipment necessary for Interconnection, or access to SBC-AMERITECH's Network Elements including the following types of equipment:

- (a) OLTM equipment,
- (b) multiplexers,
- (c) Digital Cross-Connect Panels,
- (d) Optical Cross-Connect Panels,
- (e) Digital Loop Carrier utilizing transmission and advanced services capabilities only,
- (f) Data voice equipment,
- (g) Equipment used to offer advanced services, including but not limited to DSLAMs and Routers,
- (h) Remote switch modules and optical remote units, and
- (i) any other transmission equipment collocated as of August 1, 1996 necessary to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402.

AT&T may Collocate equipment necessary for Interconnection or access to unbundled Network Elements, which shall include equipment used for signal regeneration (or "hubbing"). AT&T may provide its own BDFB or mini-BDFB. Where AT&T provides its own BDFB or mini-BDFB, AT&T shall provide its own power equipment and SBC-AMERITECH shall provide the power leads from its power source to the AT&T provided BDFB or mini-BDFB. All AT&T provided BDFBs or mini-BDFBs shall meet the Telecordia NEBS Level 1 safety standards. SBC-AMERITECH shall provide 200 amp and 100 amp power leads to the AT&T provided BDFBs and mini-BDFB. AT&T may install in any collocation space any equipment necessary for interconnection with SBC-AMERITECH or access to SBC-AMERITECH's Network Elements that has met: (i) Telecordia NEBS Level 1 safety standards, and (ii) NEBS EMI emissions requirements, as stated in GR-1089-CORE. Any equipment type with a history of safe operation demonstrated by placement as network equipment in SBC-AMERITECH's network premises prior to January 1, 1998, with no documented or known history of safety problems may be installed in SBC-AMERITECH's central offices. SBC-AMERITECH shall not impose or enforce any additional or separate

safety standards more stringent than it imposes on its own equipment. SBC-AMERITECH has ten (10) Business days from receipt of the application to accept the equipment listed on the application. If SBC-AMERITECH denies collocation of equipment designated by AT&T, citing safety standards, SBC-AMERITECH will provide within five (5) business days a list of all SBC-AMERITECH network equipment that SBC-AMERITECH has located at the premise together with an affidavit attesting that SBC-AMERITECH's network equipment on such list meets or exceeds the safety standards that SBC-AMERITECH contends AT&T's equipment fails to meet. Additionally, AT&T shall be permitted to collocate for any purpose, or in any manner or method authorized by the Act, the Commission or the FCC.

12.6 Transmission Facility Options. For both Physical Collocation and Virtual Collocation, AT&T may either purchase unbundled transmission facilities (and any necessary Cross-Connection) from SBC-AMERITECH or provide its own or third-party leased transmission facilities and terminate those transmission facilities in its equipment located in its Collocation space at SBC-AMERITECH's Premises.

12.7 Interconnection with other Collocated Carriers. Upon written request to SBC-AMERITECH, AT&T shall be permitted to Interconnect its network with that of another collocating Telecommunications Carrier at SBC-AMERITECH's Premises by connecting its collocated equipment to the collocated equipment of the other Telecommunications Carrier via a Cross-Connection or other connecting transmission facilities. AT&T shall not be required by SBC-AMERITECH to purchase a Cross-Connect to interconnect with the collocated equipment of other Telecommunication Carriers. AT&T may make this connection to another collocating Telecommunications Carrier so long as: (i) AT&T's and the other collocating Telecommunications Carrier's collocated equipment are both used for Interconnection with SBC-AMERITECH or for access to SBC-AMERITECH's Network Elements, (ii) AT&T provides the connection between the equipment in the collocated spaces via a Cross-Connection or copper or optical connecting transmission facility that, at a minimum, complies in all respects with SBC-AMERITECH's technical and engineering requirements as identified in Section 12.5 and, (iii) the connecting transmission facilities of AT&T and the other collocating Telecommunications Carrier are contained wholly within space provided solely for Physical Collocation within SBC-AMERITECH's Premises. SBC-AMERITECH shall not impose on AT&T more stringent technical and engineering requirements than those SBC-AMERITECH imposes on its own equipment. SBC-AMERITECH shall not be authorized to dictate any terms or wording of any agreement which AT&T may enter into with any CLEC or other collocating entity.

12.8 Interconnection Points and Cables.

SBC-AMERITECH shall:

12.8.1 Provide AT&T an Interconnection point or points physically accessible by both SBC-AMERITECH and AT&T, at which the fiber optic cable carrying AT&T's circuits can enter SBC-AMERITECH's Premises; provided that SBC-AMERITECH

shall designate Interconnection Points as close as reasonably possible to SBC-AMERITECH's Premises;

12.8.2 Provide at least two (2) such Interconnection points at SBC-AMERITECH's Premises at which there are at least two (2) entry points for AT&T's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points;

12.8.3 Permit AT&T Interconnection of copper or coaxial cable if such Interconnection is first approved by the Public Service Commission of Wisconsin, or its designee; and

12.8.4 Permit AT&T Physical Collocation of equipment associated with microwave entrance facilities to Collocation, to the same extent SBC-AMERITECH permits physical Collocation arrangements to itself, affiliates or other Carriers. Where Physical Collocation of equipment associated with microwave entrance facilities to Collocation is not technically feasible, SBC-AMERITECH shall provide Virtual Collocation of such facilities as required where technically feasible. Microwave entrance facilities include microwave antenna(s), mounting structure and waveguide or coax used to extend radio signal to Collocation area. The external apparatus may include some low power microwave antennas with integrated radio equipment which is powered by DC voltage that is simplex over coax transmission cable. Separate transmission and receiving radio equipment will not be allowed to be placed externally to the Collocation area.

12.8.5 Permit AT&T to link its collocation cages to its other collocation cages located in the same central office without purchasing a cross-connect. If the cages are separated by other SBC-AMERITECH designated space, AT&T will be permitted to run cabling, limited only by SBC-AMERITECH's reasonable safety and network security requirements that it imposes on itself on SBC-AMERITECH provided and designated cabling racks.

12.9 Condominium Arrangements

12.9.1 If AT&T is Collocated in SBC-AMERITECH's Premises, and such Premises are located in the same building as AT&T Affiliate's POP pursuant to a Condo Arrangement listed on **Schedule 16.10**, then SBC-AMERITECH shall permit connection by AT&T to its Affiliate's POP consistently with the FCC's Expanded Interconnection Order (7 F.C.C.R. 7369, Oct. 19, 1992) in the most efficient and technically feasible manner.

12.10 Allocation of Collocation.

12.10.1 AT&T may reserve Collocation space for its future use in SBC-AMERITECH's Premises in accordance with the provisions of **Schedule 12.9.1** SBC-AMERITECH shall notify AT&T in writing if another Telecommunications Carrier requests Collocation space that is reserved by AT&T. AT&T shall within five (5) Business Days of

receipt of such notice provide SBC-AMERITECH either: (i) written notice that AT&T relinquishes such space, or (ii) enforce its reservation of space in accordance with the provisions of **Schedule 12.9.1**. Failure of AT&T to respond to SBC-AMERITECH within the foregoing five (5) Business Day period shall be deemed an election by AT&T to relinquish such space.

12.10.2 SBC-AMERITECH shall not be required to lease or construct additional space in a Premises to provide AT&T Physical Collocation when existing space in such Premises has been exhausted. Upon request by the appropriate State Commission or AT&T, SBC-AMERITECH will remove any obsolete and unused equipment at its premise to make collocation space available. To the extent allowed by applicable state law and as determined by state regulatory proceedings, SBC-AMERITECH will be permitted to recover cost of removal and/or relocation of such equipment if SBC-AMERITECH incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g. costs to expedite removal of equipment or store equipment for reuse).

12.10.3 AT&T will provide SBC-AMERITECH with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties. SBC-AMERITECH will attempt to deliver Collocation pursuant to AT&T's forecasts to the extent that Collocation space is then available.

12.10.4. SBC-AMERITECH shall respond to an AT&T application for Physical Collocation within 10 (ten) business days. In its response, SBC-AMERITECH shall state whether the requested space is available. In addition, SBC-AMERITECH shall provide a floor plan and a detailed price quotation of any extraordinary charges, if applicable. If SBC-AMERITECH denies AT&T's application for Physical Collocation, SBC-AMERITECH shall state with specificity in its response all of the reasons it is denying AT&T's request for Physical Collocation and specify any available alternative arrangements. If one of SBC-AMERITECH's specified reasons for denying AT&T's request for Physical Collocation is space exhaustion, SBC-AMERITECH will state in its response the most recent date on which the Central Office in question was reviewed with respect to any Telecommunications Carrier by a State Public Utilities Commission and certified as being space exhausted. If the State Commission review was conducted more than six (6) months previously, SBC-AMERITECH will state in its response that date, not less than 10 (ten) days, on which AT&T may conduct a walk-through of the central office in question.

12.11 Security Arrangements.

12.11.1 AT&T and SBC-AMERITECH agree that security is important for both companies to ensure their respective networks reliability and security, SBC-AMERITECH may require that AT&T comply with reasonable security measures that SBC-AMERITECH uses for its own employees and contractors.

12.11.2 AT&T employees and contractors will receive the same level of security training which SBC-AMERITECH requires for its employees or contractors. Unless agreed to otherwise by AT&T, AT&T employees and contractors will receive security training from a vendor other than SBC-AMERITECH.

12.11.3 After the Occupancy Date AT&T will have access to its Physically Collocated equipment twenty-four (24) hours per day, seven (7) days per week. AT&T employees are not required to be accompanied by either a security escort or any other SBC-AMERITECH employee while on SBC-AMERITECH premises. AT&T employees will have immediate access to the facility and the AT&T equipment. SBC-AMERITECH cannot otherwise delay AT&T's entry onto SBC-AMERITECH property. AT&T authorized personnel will have access to health related facilities (e.g., bathrooms), as well as access to parking as it is available. AT&T employees and contractors, with proper identification, who have a work order or a open trouble ticket will be permitted access to AT&T Physically Collocated equipment within SBC-AMERITECH facilities, to the same extent SBC-AMERITECH employees are provided such access, to the SBC-AMERITECH central office.

12.11.4 SBC-AMERITECH shall not use any information it collects in the course of implementing or operating security arrangements or other activities for marketing or any other purpose.

12.12 Publicly Available Information. SBC-AMERITECH will make information regarding its Collocation space available on its CLEC Online website. SBC-AMERITECH shall provide on its CLEC Online website the following information: (i) a list of all Central Offices where there is no more Physical Collocation and/or Virtual Collocation space available), and (ii) at least quarterly, a list of all equipment installed within the network area of its facilities that within the previous twelve (12) months (and updated as needed to keep it current) failed to meet the Level 1 safety requirements of Telecordia NEBS, SBC-AMERITECH EMI and corrosion guidelines.

12.13 Subcontractor and Vendor Approval. SBC-AMERITECH shall permit AT&T to subcontract the construction and build-out of Physical Collocation arrangements with contractors approved by SBC-AMERITECH which approval shall not be unreasonably withheld. Approval of such subcontractors and vendors by SBC-AMERITECH shall be based on the same criteria it uses in approving contractors for its own purposes. Upon request, SBC-AMERITECH will provide AT&T with the written policies used in determining whether or not a contractor will be approved. In addition, SBC-AMERITECH shall allow AT&T to have an SBC-AMERITECH-approved vendor install updates to collocated equipment, including software updates.

12.14 Collocation in Adjacent Facilities.

When SBC-AMERITECH demonstrates that space is legitimately exhausted at a location, then SBC-AMERITECH will allow AT&T to collocate, on SBC-AMERITECH's property, by constructing an adjacent controlled environmental vaults or similar structures

normally used to house telecommunications equipment to the extent technically feasible and subject only to reasonable safety and maintenance requirements. SBC-AMERITECH shall have no obligation to provision Adjacent Collocation until AT&T has secured and provided SBC-AMERITECH evidence of final approval for the requested Adjacent Structure (and any transmission and power connections) from any applicable local and/or state governmental or other authority having jurisdiction to approve or grant zoning compliance or waivers and if the land on which AT&T seeks to locate such Adjacent Structure is not owned by SBC-AMERITECH, such owner or landlord. SBC-AMERITECH shall reasonably cooperate with AT&T's efforts to obtain such approval and shall be entitled to recover for the costs incurred in that regard. AT&T shall place no signage or marking of any kind on an Adjacent Structure or on SBC-AMERITECH's grounds surrounding the Adjacent Structure. When requested SBC-AMERITECH will provide up to one hundred (100) AMPS of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists and up to two hundred (200) AMPS of DC power to Adjacent Facilities up to two hundred (200) feet from the outside Central Office wall or the SBC-AMERITECH property line, as permitted by applicable zoning laws and ordinances. When power requirements are beyond these office capacities and distance limitations SBC-AMERITECH will treat the requirements as a non-standard request (ICB or NSCR) and coordinate a mutually agreeable solution for provisioning power with AT&T. At its option, AT&T may choose to provide its own AC and DC power to the Adjacent Structure. SBC-AMERITECH will provide power and physical collocation services and facilities to such Adjacent Facilities, subject to the same nondiscrimination requirements as traditional collocation arrangements.

12.15 Delivery of Collocated Space.

12.15.1 SBC-AMERITECH shall provide AT&T with a single point of contact for all inquiries regarding Collocation. AT&T shall request space for Collocation by delivering a written request to SBC-AMERITECH. Each request for Collocation shall include: (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) the interoffice transmission facilities AT&T will require for such space, (iv) the equipment to be housed in such space, (v) AT&T's anticipated power requirements for the space, (vi) any extraordinary additions or modifications (i.e., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate AT&T's collocated equipment, (vii) the specific level of diversity for fiber and power cabling to and from the Collocated space, and (viii) the date on which AT&T intends to initiate service from such space. SBC-AMERITECH shall notify AT&T in writing within ten (10) Business Days of receiving AT&T's request for Collocation as to whether the requested space is available. The same Schedules apply for Caged, Shared Cage and Cageless Physical Collocation. If space is not available for Physical Collocation, SBC-AMERITECH will allow AT&T to visit and tour the entire office in question within ten (10) days of its notice to AT&T. If after the tour, SBC-AMERITECH and AT&T do not agree that space is unavailable, SBC-AMERITECH will file with the state Commission detailed floor plans and/or diagrams of such premises to the extent that it is accepted by the appropriate State Commission. AT&T may also request Virtual Collocation Space in accordance with **Section 12.15.5**. If intraoffice facilities will not be available for Collocation of initial service within three (3) months of receipt of AT&T's

payment of the Initial COBO fee for Physical Collocation, or twelve (12) weeks after receipt of AT&T's request for Virtual Collocation pursuant to **Section 12.15.1**, then SBC-AMERITECH shall provide written notification, within ten (10) Business Days after the initial walkthrough, as to when the intraoffice facilities will be made available.

12.15.2 Physical Collocation.

- (a) If space for Physical Collocation is immediately available at the time of AT&T's request, SBC-AMERITECH shall include in its notice to AT&T: (i) the space to be provided, and (ii) whether SBC-AMERITECH can deliver the space to AT&T by the date set forth in **Section 12.15.2(d)**.
- (b) At AT&T's request, SBC-AMERITECH will make cageless collocation available to AT&T in single-bay (10 square feet) or single cabinet (18 square feet) increments. A cageless collocation is one in which AT&T collocates in any unused space that is conditioned to house its equipment. AT&T is not required to construct any enclosure of its equipment. AT&T may locate equipment at any location in the Central Office, up to SBC-AMERITECH's last unreserved bay space in that central office. In the case of Remote Terminal Cabinet, Controlled Environment Vault or Hut cageless collocation will be offered in increments of one (1) shelf.
- (c) If AT&T's requested Physical Collocation space is available, SBC-AMERITECH and AT&T shall have an initial walkthrough of such space within ten (10) Business Days after SBC-AMERITECH's receipt of AT&T's Initial COBO Payment. SBC-AMERITECH shall, within ten (10) Business Days after such initial walkthrough, provide documentation submitted to and received from contractors for any work being done on behalf of AT&T that will be billed as extraordinary expenses and provide for a parallel installation sequence.
- (d) SBC-AMERITECH shall deliver to AT&T the requested space on or before the later of: (i) ninety (90) days from SBC-AMERITECH's receipt of AT&T's Initial COBO Payment, where applicable (as provided on **Schedule 12.12**) for Caged, Shared Cage and Cageless space in Active (conditioned) Central Office space, (ii) one hundred and fifty (150) days from SBC-AMERITECH's receipt of AT&T Initial COBO Payment where applicable (as provided on **Schedule 12.12**) for Caged, Shared Cage and Cageless space in Inactive (non-conditioned) Central Office space, or (iii) such other reasonable date that the Parties may agree upon (such date of delivery referred to as the "Delivery Date").

- (e) SBC-AMERITECH will provide reduced intervals to AT&T where AT&T has existing collocation space and AT&T requests different interconnection arrangements in that existing space. Collocation arrangements shall be provided pursuant to **Schedule 12.15.2**.
- (f) Physical Collocation space ordered by AT&T will be made available to AT&T by SBC-AMERITECH as more fully described in **Schedule 12.16**.
- (g) If SBC-AMERITECH does not provide AT&T with its Collocated space by the Delivery Date and such delay is caused directly by SBC-AMERITECH's actions or its failure to act (and not by an AT&T Delaying Event), AT&T shall receive a credit of one ninetieth (1/90th) of its COBO payment for each day after the applicable Delivery Date that such conditioned Collocated space is not made available and one one hundred and fiftieth (1/150th) of its COBO payment for each day after the applicable Delivery Date that such non-conditioned Collocated space is not available.
- (h) SBC-AMERITECH may begin billing AT&T for recurring charges for the Collocated space on the date such space is made available to AT&T for occupancy (the "Occupancy Date"), if the Occupancy Date occurs on, or after the Committed Delivery Date. AT&T will not be obligated to begin paying for space if said space is delivered prior to the Committed Delivery Date and AT&T is not ready to take possession. AT&T shall vacate the Collocated space if either: (i) AT&T fails to install within ninety (90) days of the Occupancy Date the equipment necessary for Interconnection and/or access to Unbundled Network Elements to be housed in such space, or (ii) AT&T fails to Interconnect to the SBC-AMERITECH network within one hundred and fifty (150) days of the Occupancy Date. If AT&T is required to vacate the space pursuant to this **Section 12.15.2(h)**, AT&T shall vacate such space within ninety (90) Business Days of the earliest to occur of the foregoing events. If, after vacating a space, AT&T still requires Collocation in that Premises, AT&T shall be required to submit a new request for Collocation pursuant to the provisions of **Section 12.15.1**.
- (i) Physical Collocation will be subject to the additional rules and regulations set forth in **Section 2.0** of **Schedule 12.12**, and AT&T shall pay SBC-AMERITECH no more than a pro-rated cost for space preparation security measures and other charges based on the percentage of total space actually used by AT&T.

- (j) SBC-AMERITECH shall provide positive confirmation to AT&T when construction of AT&T Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.
- (k) At AT&T's request SBC-AMERITECH shall provide, within three (3) months after receiving AT&T's Initial COBO Payment, equipment node enclosures at a height of eight (8) feet, without ceiling. Where SBC-AMERITECH cannot feasibly provide AT&T with equipment node enclosures within such three (3) month period, SBC-AMERITECH shall notify AT&T of this fact within ten (10) Business Days from the receipt of AT&T's request. The Parties shall then negotiate a reasonable time frame.
- (l) After completion of construction, AT&T and SBC-AMERITECH will complete an acceptance walkthrough of all Collocated space requested from SBC-AMERITECH. Exceptions that are noted during this acceptance walkthrough shall be corrected by SBC-AMERITECH within thirty (30) days after the walkthrough. SBC-AMERITECH shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from AT&T's original request for Collocation shall be at SBC-AMERITECH's expense, subject to any change orders requested by AT&T.
- (m) Caged Physical Collocation will be available in fifty (50) square foot increments with the minimum size cage being fifty (50) square feet.

12.15.3 Physical Collocation in CEV or other Adjacent Structure.

- (a) If space for Collocation in SBC-AMERITECH's office is not available at the time of AT&T's request, and the Central Office space is Legitimately Exhausted, AT&T can request via a non standard request (NSCR) that they be allowed to install a CEV or similar structure adjacent to SBC-AMERITECH's office on SBC-AMERITECH property.
- (b) SBC-AMERITECH shall have no obligation to provision Adjacent Collocation until AT&T has secured and provided SBC-AMERITECH evidence of final approval for the requested Adjacent Structure (and any transmission and power connections) from any applicable local and/or state governmental or other authority having jurisdiction to approve or grant zoning compliance or waivers and if the land on which AT&T seeks to locate such Adjacent Structure is

not owned by SBC-AMERITECH, such owner or landlord. SBC-AMERITECH shall reasonably cooperate with AT&T's efforts to obtain such approval and shall be entitled to recover for the costs incurred in that regard. AT&T shall place no signage or marking of any kind on an Adjacent Structure or on SBC-AMERITECH's grounds surrounding the Adjacent Structure.

- (c) SBC-AMERITECH and AT&T shall have an initial site visit of such premises within ten (10) Business Days after SBC-AMERITECH's receipt of AT&T's acceptance and payment of the NSCR quote. SBC-AMERITECH shall, within thirty (30) Business Days after such initial visit, provide documentation to include drawings of the physical structures above and below ground, which will allow AT&T's contractor to begin work.
- (d) SBC-AMERITECH shall deliver to AT&T the requested space on or before the later of: (i) one hundred eighty (180) days from SBC-AMERITECH's receipt of AT&T's NSCR, (ii) ninety (90) days from the receipt of AT&T's NSCR quote payment, or (iii) such other reasonable date that the Parties may agree upon if it is not feasible for SBC-AMERITECH to deliver to AT&T such real estate within the foregoing intervals (such date of delivery referred to as the "Delivery Date".)
- (e) If SBC-AMERITECH does not provide AT&T with the space by the Committed Delivery Date and such delay is caused directly by SBC-AMERITECH's actions or its failure to act (and not by an AT&T Delaying Event), AT&T shall receive a credit of 1/120th of its Collocation payment for each day after the applicable Delivery Date that such collocated real estate is not made available for construction of the CEV or similar structure.
- (f) SBC-AMERITECH may begin billing AT&T for the recurring charges for the space on the date such space is made available to AT&T for occupancy (the "Occupancy Date").
- (g) AT&T is responsible for obtaining any building permits or other approvals which may be necessary to construct the facility. SBC-AMERITECH shall reasonably cooperate with AT&T's efforts to obtain such approval and shall be entitled to recover for the costs incurred in that regard.
- (h) AT&T or its approved contractor will construct the facility. SBC-AMERITECH will provide power and all other physical collocation services and facilities up to two hundred (200) feet from the outside

Central Office wall or the SBC-AMERITECH property line, as permitted by applicable zoning laws or ordinances.

- (i) After completion of construction, AT&T and SBC-AMERITECH will complete an acceptance walkthrough of the constructed facility. Exceptions that are noted during this acceptance walkthrough shall be corrected by the responsible party within thirty (30) days after the walkthrough.
- (j) In the event that interior space in an eligible structure becomes available, SBC-AMERITECH will provide the option to AT&T to relocate its equipment from an adjacent on-site facility into the interior space. In the event AT&T chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the eligible structure will apply.

12.15.4 Shared Physical Collocation Space

- (a) SBC-AMERITECH will make shared collocation cages available to AT&T. A shared collocation cage is a caged collocation space shared by two (2) or more collocators pursuant to the terms and conditions agreed to and between the collocators. In making shared Cage arrangements available, SBC-AMERITECH may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a Cage of similar dimensions and material to a single collocating party. In those instances where SBC-AMERITECH receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, SBC-AMERITECH will prorate the charge for site conditioning and preparation undertaken to construct the Shared Collocation Cage or condition the space, and allocate that charge to each collocator based upon the percentage of total space utilized by each collocator.
- (b) Except for certain charges identified as related to Shared Cage collocation, each collocator shall be billed separately and shall be able to order and provision separately. In the case of Shared Cage Collocation, SBC-AMERITECH shall bill AT&T for space. However, SBC-AMERITECH shall bill the other collocators in the shared cage for use of Network Elements and interconnection separately as required. Collocators located in a caged common collocation area shall have direct billing arrangements with SBC-AMERITECH for floor space and all other applicable interconnection arrangements.

- (c) If space for Shared Physical Collocation is immediately available at the time of AT&T's and the sharing CLEC's request, SBC-AMERITECH shall include in its notice to AT&T and the sharing CLEC: (i) the space to be provided, and (ii) whether SBC-AMERITECH can deliver the space by the date set forth in **Section 12.15.4(e)**.
- (d) SBC-AMERITECH will not place unreasonable restrictions on a collocator's use of a Cage, and as such will allow a collocator to contract with other collocators to share the Cage in a sublease-type arrangement. In a sublease-type arrangement, the initial collocator(s) shall charge any such co-locator no more than the pro-rated share (based upon square footage used exclusively or in common) or SBC-AMERITECH's charges to the initial collocator(s). If two (2) or more collocators who have interconnection agreements with SBC-AMERITECH utilize a shared collocation cage, SBC-AMERITECH will permit each collocator to order UNEs to and provision service from that shared collocation space, regardless of which collocator was the original collocator.
- (e) SBC-AMERITECH shall commit to deliver to AT&T and the sharing CLEC the requested space on or before a date (the "**Committed Delivery Date**") which shall be the later of: (i) ninety (90) days from SBC-AMERITECH's receipt of AT&T's Initial COBO Payment, or (ii) such other reasonable date that the Parties may agree upon.
- (f) SBC-AMERITECH will make Shared Physical Collocation space ordered available to AT&T and the sharing CLEC in fifty (50) square foot increments as fully described in **Section 2.0** of **Schedule 12.12**.
- (g) If SBC-AMERITECH does not provide the shared collocated space by the Committed Delivery Date and such delay is caused directly by SBC-AMERITECH's actions or its failure to act (and not by AT&T or sharing CLEC Delaying Event), SBC-AMERITECH shall provide the CLEC a credit of one one hundred twentieth (1/120th) of the COBO for each day after the applicable Delivery Date that such collocated space is not made available.
- (h) SBC-AMERITECH may begin billing AT&T, and the sharing CLEC, for recurring charges for their respective portions of the Shared Collocated space on the date such space is made available to AT&T and the sharing CLEC for occupancy (the "**Occupancy Date**") if the Occupancy Date occurs after the Committed Delivery Date, or actual date on which AT&T begins to occupy the Collocated space if the Occupancy Date occurs after the Committed Delivery Date. There is

no obligation on the part of AT&T, or the sharing CLEC, to begin paying for space if said space is delivered prior to the Committed Delivery Date and neither AT&T nor the sharing CLEC is ready to take possession.

- (i) AT&T and the sharing CLEC shall pay SBC-AMERITECH only a prorated cost for space preparation, security measures and other charges based on the percentage of total space actually used.
- (j) Shared Physical Collocation will be subject to the additional rules and regulations set forth in **Schedule 12.16**.
- (k) SBC-AMERITECH shall provide positive confirmation to AT&T, and the sharing CLEC, when construction of the shared Collocated space fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and Delivery Date.
- (l) At AT&T's, or the sharing CLEC's, request, SBC-AMERITECH shall provide, within three (3) months after receiving the Initial COBO Payment, equipment node enclosures at a height of eight (8) feet, without ceiling. Where SBC-AMERITECH cannot feasibly provide these equipment node enclosures within such three (3) month period, SBC-AMERITECH shall notify AT&T and the sharing CLEC of this fact within ten (10) Business Days from the receipt of AT&T's and the sharing CLEC's request. The Parties shall then negotiate a reasonable time frame.
- (m) After completion of construction, AT&T, the sharing CLEC, and SBC-AMERITECH will complete an acceptance walkthrough of all shared Collocated space requested from SBC-AMERITECH. Exceptions that are noted during this acceptance walkthrough shall be corrected by SBC-AMERITECH within thirty (30) days after the walkthrough. SBC-AMERITECH shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from the original request for Collocation shall be at SBC-AMERITECH's expense, subject to any change orders requested by AT&T, or the sharing CLEC.
- (n) For non-typical bay layouts for cageless collocation, SBC-AMERITECH shall provide Telephone Equipment detailed drawings depicting the exact location, type in cable termination requirements (i.e., connector type, number and type of pairs, naming convention), for SBC-AMERITECH Point of Termination Bay(s) to AT&T and the sharing CLEC within five (5) days of SBC-AMERITECH's notice that collocation space is available.

- (o) SBC-AMERITECH shall provide Telephone Equipment detailed drawings depicting the exact path, with dimensions, for the AT&T and the sharing CLEC ingress and egress into the shared collocated space within five (5) business days of SBC-AMERITECH's notice that shared collocation space is available. Such path and any areas around it in which AT&T must work to perform installation shall be free of friable asbestos, lead paint (unless encapsulated), radon, and other health or safety hazards.

12.15.5 Virtual Collocation.

- (a) If AT&T requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and AT&T elects Virtual Collocation, and such Virtual Collocation is available at the time of AT&T's request, SBC-AMERITECH shall include in its notice to AT&T described in **Section 12.15.1**: (i) the space to be provided, and (ii) whether SBC-AMERITECH can deliver the space to AT&T by the date set forth in **Section 12.15.5(c)**.
- (b) SBC-AMERITECH and AT&T will have an initial walkthrough of the Collocated space to be provided to AT&T for Virtual Collocation on the earlier of: (i) ten (10) Business Days of SBC-AMERITECH's verification of the Virtual Collocation space to be provided to AT&T, and (ii) fourteen (14) calendar days after SBC-AMERITECH's receipt of AT&T's request for Virtual Collocation. SBC-AMERITECH shall within ten (10) Business Days after such walkthrough provide AT&T with: (i) documentation submitted to and received from contractors for any work being done on behalf of AT&T that will be billed as extraordinary expenses, and (ii) a parallel installation sequence.
- (c) SBC-AMERITECH shall deliver to AT&T the requested space on or before the later of: (i) twelve (12) weeks from SBC-AMERITECH's receipt of AT&T's request for Virtual Collocation, and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for SBC-AMERITECH to deliver to AT&T such space within twelve (12) weeks (such date of delivery referred to as the "Delivery Date") and SBC-AMERITECH has notified AT&T of this fact within ten (10) Business Days from SBC-AMERITECH's receipt of AT&T's request.
- (d) Virtual Collocation space ordered by AT&T will be made available to AT&T by SBC-AMERITECH, as more fully described in the **Schedules 12.12** and **12.15**.

- (e) SBC-AMERITECH shall provide positive confirmation to AT&T when construction of AT&T-Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and the Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.
- (f) After completion of construction, AT&T and SBC-AMERITECH will complete an acceptance walkthrough of all collocated space requested from SBC-AMERITECH. Exceptions that are noted during this acceptance walkthrough shall be corrected by SBC-AMERITECH within thirty (30) days after the walkthrough. SBC-AMERITECH shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from the original request for Collocation shall be at SBC-AMERITECH's expense, subject to any change orders requested by AT&T.
- (g) SBC-AMERITECH shall install cross-connects when cross-connecting for connect purposes as directed by AT&T at the rates provided in the **Pricing Schedule**.
- (h) SBC-AMERITECH will maintain the Virtually Collocated equipment on AT&T's behalf.

12.16 Pricing. The prices charged to AT&T for Collocation are set forth in the **Pricing Schedule**.

12.17 Billing. SBC-AMERITECH shall bill AT&T for Collocation pursuant to the requirements of **Article XXVII** to this Agreement.

12.18 Common Requirements. The requirements set forth on **Schedule 12.15** shall be applicable to both Physical and Virtual Collocation.

12.19 Additional Requirements. The additional requirements set forth on **Schedule 12.16** shall be applicable to Physical Collocation.

12.20 Protection of Service and Property.

12.20.1 Both Parties shall exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or Customers, or their property. Both Parties, their employees, agents, and representatives agree to take reasonable and prudent steps to ensure the adequate protection of the other Party's property and services, including:

12.20.2 SBC-AMERITECH and AT&T shall restrict access to AT&T equipment, support equipment, systems, tools and data, or spaces which contain or house

AT&T equipment enclosures, to AT&T employees and other authorized non-AT&T personnel to the extent necessary to perform their specific job function.

12.20.3 AT&T shall comply at all times with security and safety procedures and existing requirements that are defined written policies and being used by SBC-AMERITECH for its employees and contractors. These procedures will be communicated to AT&T.

12.20.4 SBC-AMERITECH shall allow AT&T to inspect or observe spaces which house or contain AT&T equipment or equipment enclosures that are physically collocated on SBC-AMERITECH premises 24 hours a day 7 days a week. SBC-AMERITECH will furnish AT&T with keys, entry codes, lock combinations, and other materials or information which may be needed to gain access to any Physically Collocated AT&T equipment within the secured SBC-AMERITECH facility. SBC-AMERITECH shall allow AT&T reasonable periodic inspection or observation spaces where AT&T has its equipment virtually collocated subject to Section 12.17.2 and Article XX and, in the case of Virtual Collocation, payment by AT&T of the cost of SBC-AMERITECH escorts.

12.20.5 For Physical Collocation, SBC-AMERITECH shall furnish to AT&T a current written list of SBC-AMERITECH's employees who SBC-AMERITECH authorizes to enter AT&T's Physical Collocation space, with samples of the identifying credential to be carried by such persons.

12.20.6 SBC-AMERITECH shall secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that SBC-AMERITECH secures external access to spaces that house SBC-AMERITECH's equipment.

12.20.7 For Physical Collocation, SBC-AMERITECH shall limit the keys used in its keying systems for AT&T's specific Physical Collocation space which contain or house AT&T equipment or equipment enclosures to its employees and representatives to emergency access only. AT&T shall further have the right, at its expense, to have locks changed where deemed necessary for the protection and security of such spaces, provided that AT&T shall immediately provide SBC-AMERITECH with such new keys.

12.20.8 SBC-AMERITECH shall use its existing back-up and recovery plan in accordance with its standard policies for the specific Central Office.

12.21 Standards of Performance. SBC-AMERITECH shall provide Collocation to AT&T in accordance with the service levels, procedures and intervals, if any, as provided in Article XXXII (Performance Measurements)